

DATE: November 15, 2011

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 3(A)(2)

FROM: Carlos A. Gimenez
Mayor

Resolution No. R-948-11

SUBJECT: Resolution Ratifying the Action to Receive and Expend State Funds, from the Florida Department of Juvenile Justice for the Juvenile Diversion Alternative Program, in the Approximate Amount of \$2,351,190.27

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution to ratify the action to, receive and expend State Funds from the Florida Department of Juvenile Justice in the approximate amount of \$2,351,190.27 for the implementation of a completely unified case management diversion continuum called the Juvenile Diversion Alternative Program (JDAP) administered by the Miami-Dade County Juvenile Services Department (JSD) for the term of October 1, 2011 to September 30, 2014; and to delegate authority to the County Mayor or County Mayor's designee to receive and expend future funds in subsequent years should they become available under this funded program for this purpose; and to include executing any agreements approved by the County Attorney's Office for the provision of these services.

The JSD made every effort to obtain information for the timely submission of this item however, the State of Florida, provided the JSD with this contract for signature on September 22, 2011. Until such time as the actual contract was received and reviewed, the department was unaware of the new contract amount and whether or not the scope of services under the contract had been modified. The delay and retroactive submission were therefore unavoidable.

Scope

The impact for the provision of these services is countywide. JSD will continue to provide diversion services to all eligible juveniles within our diversion continuum of programming and this contract which is a combination of two previous programs, will now allow for additional youth to be served through the Miami-Dade County's JSD.

Fiscal Impact

There is no fiscal impact to the County. The State Funds from the Florida Department of Juvenile Justice do not require a match. These funds will be used for the newly formulated diversion continuum of diversion and case management programming under the Juvenile Diversion Alternative Program through the Miami-Dade County JSD.

Track Record/Monitor

JSD will be responsible for implementing and managing the project. The Department will handle the disbursement and expenditure of grant funds, and manage programmatic and fiscal reporting in accordance with project reporting and auditing procedures stipulated by the State of Florida.

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
Page 2

Background

The JDAP is the newly consolidated continuum of the previously board approved Juvenile Alternative Sanctions Program (JASP) R-767-05 and the Intensive Delinquency Diversion Services (IDDS) program previously funded by the State of Florida for several years. With the consolidation of the two programs into one it will make the programming even more efficient and will result in the opportunity for the JSD to serve more diversion youth in a contract period.

JDAP's major goal is to promote and improve the behavioral health of juveniles of the state by making substance abuse and mental health treatment and support services available through a research based case management protocol and a community-based system of care.



Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: November 15, 2011

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 3(A)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 3(A)(2)
11-15-11

RESOLUTION NO. R-948-11

RESOLUTION RATIFYING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE'S ACTION IN RECEIVING AND EXPENDING STATE FUNDS FROM THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE FOR THE JUVENILE DIVERSION ALTERNATIVE PROGRAM, IN THE APPROXIMATE AMOUNT OF \$2,351,190.27, FOR THE MIAMI-DADE COUNTY JUVENILE SERVICES DEPARTMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE CONTRACTS, AGREEMENTS, MEMORANDA OF UNDERSTANDING AND AMENDMENTS AFTER REVIEW BY THE COUNTY ATTORNEY'S OFFICE; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUNDS THAT MAY BECOME AVAILABLE UNDER THIS PROGRAM FOR THIS PURPOSE AND EXECUTE ANY AMENDMENTS, MODIFICATIONS, RENEWAL, CANCELLATION AND TERMINATION CLAUSES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

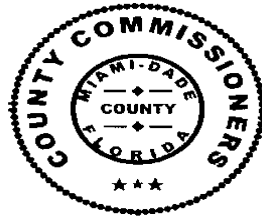
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Mayor or the County Mayor's Designee's action in receiving and expending State funds from the Florida Department of Juvenile Justice for The Juvenile Diversion Alternative Program, in the approximate amount of \$2,351,190.27, administered by the Miami-Dade County Juvenile Services Department; authorizes the County Mayor or the County Mayor's Designee to make application for, execute such contracts and agreements as are required by this governmental body following their approval by the County Attorney's Office; to execute such other contracts, agreements, memoranda of understanding and amendments as will serve to further the purposes described in the funding request, following their approval by the County Attorney's Office; to

expend any and all monies received for the purpose described in the funding request; to receive and expend any additional funds that might become available under this program for this purpose; to file and execute any amendments to the contracts for and on behalf of Miami-Dade County, Florida; and to exercise amendment, modification, renewal, cancellation and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	aye
	Audrey M. Edmonson, Vice Chairwoman	absent
Bruno A. Barreiro	aye	Lynda Bell aye
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz aye
Sally A. Heyman	aye	Barbara J. Jordan aye
Jean Monestime	aye	Dennis C. Moss aye
Rebeca Sosa	aye	Sen. Javier D. Souto aye
Xavier L. Suarez	absent	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Christopher Agrippa

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "ER", written over a horizontal line.

Estephanie S. Resnik

CONTRACT BETWEEN
STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE
AND
MIAMI-DADE COUNTY JUVENILE SERVICES DEPARTMENT

THIS CONTRACT is entered into between the **STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE** (hereinafter referred to as the "Department"), whose address is 2737 CENTERVIEW DRIVE, TALLAHASSEE, FLORIDA 32399-3100 and **MIAMI-DADE COUNTY JUVENILE SERVICES DEPARTMENT** (hereinafter referred to as the "Provider"), whose address is 275 NW 2ND STREET, 2ND FLOOR, MIAMI FLORIDA 33128, to provide a Juvenile Diversion Alternative Program (JDAP) to serve male and female youth in Circuit 11.

In consideration of the mutual benefits to be derived from performance under this Contract, the Department and the Provider do hereby agree:

I. PERFORMANCE

- A. The Provider shall provide services in accordance with the terms and conditions specified in this Contract including all attachments and exhibits, which constitute this Contract document.
- B. The Provider shall provide units of deliverables, including, but not limited to, reports, services and findings, as specified in this Contract, which must be received and accepted by the Department's Contract Manager in writing prior to payment.

II. GOVERNING AUTHORITY

The references listed below are included in the Contract for convenience only and do not change, modify, or limit any right or obligation of this Contract and any applicable local, state or federal laws, rules, regulations, and codes.

A. State of Florida

This Contract is executed and entered into in the State of Florida and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws. Each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this Contract shall remain fully effective and valid. Venue for any proceeding regarding this Contract shall be in Leon County, Florida.

1. Environmental Protection

- a. It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out this Contract shall be procured in accordance with the provision of Section 403.7065, Florida Statutes.
- b. The Provider shall comply with Rule 62-730.160, Florida Administrative Code, regarding the production and handling of any hazardous waste generated under this Contract.

2. Public Records Access

The Provider agrees to allow access and review of all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance in connection with the transaction of official business by any agency as defined in subsection 119.011(12), Florida Statutes. All said documents made or received by the Provider in conjunction with this Contract shall be made available, except those public records which are made confidential by law must be protected from

disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

B. Federal Law

1. If this Contract contains federal funds, the Provider shall comply with the provisions of 45 CFR Part 74, and/or 45 CFR, Part 92, and other applicable regulations.
2. If this Contract contains federal funds and is over \$100,000, the Provider shall comply with all applicable standards, orders or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C.7401 et seq), section 508 of the Federal Water Pollution Act, as amended (33 U.S.C. 1251 et seq), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
3. The Provider agrees no federal funds received in connection with this Contract may be used by the Provider, or an agent acting for the Provider, to influence legislation or appropriations pending before the Congress or any State legislature pursuant to sections 11.062 and 216.347, Florida Statutes.
4. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of 274A(e) of the Immigration and Nationality Act (8U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider shall verify the employment eligibility of provider employees through The United States Department of Homeland Security's E-Verify system as stipulated in the "The E-Verify Program for Employment Verification" Memorandum of Understanding and other applicable guidelines of the U.S. Department of Homeland Security. Violation of such shall be cause for unilateral cancellation of this Contract by the Department. The Provider shall be responsible for including this provision in all subcontracts issued as a result of this Contract.
5. If this Contract contains in excess of \$10,000 in federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, as supplemented in the Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
6. If this Contract contains federal funds and provides services to children up to the age of 18, the Provider shall comply with the Pro Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
7. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in or be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract. The Provider shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35, Part 38, and Part 39.

III. **CONTRACT TERMS AND METHOD OF PAYMENT**

A. Contract Term

1. This Contract shall begin on **October 1, 2011**, or upon full execution, whichever is later, and shall end at **11:59 P.M. on September 30, 2014**. In the event the parties sign this Contract on different dates, the latter date shall be the effective date.
2. The Department may renew this Contract upon the same terms and conditions, the duration(s) of which may not exceed the term of the original contract, or three years, whichever is longer. Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, subject to the availability of funds and other factors deemed relevant by the Department.
3. Modifications or amendment of provisions of this Contract shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original Contract.

B. Method of Payment

The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract. Furthermore, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The parties agree that the Department is not liable for payment for any extra day created by a leap year, unless specifically appropriated by the Legislature, and is only responsible for payments as specified below.

1. Contract Amount

Total compensation under this Contract shall not exceed **\$2,346,999.20**.

The Department will pay the Provider a rate of \$13.39 per diem for each available slot (187 slots X \$13.39 per available slot X 547 days) for the period of October 1, 2011 through June 30, 2013. The Department will pay the Provider of \$13.39 per diem for each available slot (186 slots X \$13.39 per slot X 313 days) for the period of July 1, 2013 through June 30, 2014. The Department will pay the Provider a rate of \$13.39 per diem for each available slot (187 slots X \$13.39 per available slot X 79 days) for the period of July 1, 2014 through September 30, 2014.

- a) Payment shall be for available slots. The Provider shall make the contracted number of slots continuously available throughout the term of the Contract. A slot is defined as "available" only if the Provider could accept a juvenile for admission to the program and the youth could receive all services described in the Contract with 48 hours notice.
- b) The Provider shall submit a monthly invoice with sufficient documentation to fully justify payment for the number of days for available slots. The Provider shall report, in accordance with Department policy, all youth admissions, releases and inactive status. Failure by the Provider to promptly report may result in a reduction in the monthly invoice.
- c) The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract.
- d) Invoices for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

2. Payment and Submission of the Final Invoice

The Provider shall submit the final invoice for payment to the Department no later than forty-five (45) days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payments are forfeited and the Department will not honor any requests submitted after the above time period. Any payment due under the terms of this Contract may be withheld until the Provider complies with the requirements of this Contract, including submittal of all reports due from the Provider and the return of all Department-furnished property. Invoices for reimbursement, fees, and/or compensation for services or expenses must be submitted in sufficient detail to conduct a proper pre-audit and post-audit.

3. Travel

Where itemized payment for travel expenses are permitted by this Contract, the Provider shall submit an invoice in accordance with section 112.061, Florida Statutes, or at lower rates as may be provided in this Contract. All expenditures related to travel, regardless of the method of payment must be in accordance with the terms and conditions of this Contract and section 112.061, F.S.
4. Options

The Department reserves the right to exercise one or more options (a. or b. below) in the event the Department's needs for programming change. The Department will allow the Provider thirty (30) days to assess any requested increased units of service or changes in services. If agreed upon by both parties, the Provider shall submit to the Department, in writing, an implementation plan to accommodate the proposed increased units of service or changes in services. Upon Department approval of the implementation plan, any increased units of service or changes in services shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Changes agreed to under these options may result in a change to the Maximum Contract Dollar Amount.

 - a. Option for Increased Units of Service

The Department has the option to modify the Contract, by exercising the option to increase units of service by an amount not to exceed an additional fifty percent (50%) of the base number of units of service in the original Contract. Any increase in units of service shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Delivery of additional units of service shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.
 - b. Option for Changes in Contract Services

The Department has the option to modify the Contract, including adding or reducing services and/or program capacity, and changing the restrictiveness level, gender type served in the program or location of the program during the Contract term. The optioned services shall be consistent with and/or enhance the original intent and purpose of the original Contract. The optioned services may not commence before execution of the amendment. Delivery of changed services shall be upon the terms, conditions and rate agreed in the exercise of the options of this Contract.
5. Reduction of Invoice for Non-Delivery of Service

The Department may reduce the amount of the monthly payment after finding substantial evidence of the Provider's non-delivery of service(s) required by the Contract, preparing written findings substantiating the Provider's failure to perform, and notifying the Provider of the proposed reduction of the monthly payment, and providing an opportunity for discussion of the proposed reduction in payment. The amount of any reduction shall be based upon the costs of those services not performed during the payment period.
6. Supplemental Expenditure

The Department, at its option and without notice to the Provider, shall have the right to make any payment or expenditure the Provider failed to have made under the Contract, to ensure all contracted services will remain available to youth if the Provider fails to perform as required under this Contract. Such expenditures by the Department may include, but are not limited to, payment for repairs affecting life, health or safety of youth or staff, food and medical services, utilities, claims for which liens may be attached to the property, insurance premiums, and other supplementary goods or services. Any payment by the Department shall be without prejudice to any of the Department's rights or remedies under this Contract, at law, or in equity. All sums paid by the Department, including indirect

costs incurred by the Department to bring the program into compliance with Contract requirements pursuant to this paragraph shall be immediately due and payable from the Provider. Such sums may be recovered by the Department by means of a reduction to a monthly invoice payment otherwise payable to the Provider under the Contract Payment Method. Recovery of the cost described above shall not relieve the Provider of the duty of full performance under the Contract. The Department will provide written notice after the fact to advise the Provider of why the decision was made, and any amount due to the Department from the Provider.

7. Staff Training Costs

- a. All costs occurring from, or associated with, Department-required training necessary for performance under this Contract or otherwise required by federal or state law, rule, or Department policy for Provider employees, agents or subcontractors, shall be the responsibility of the Provider, and as outlined in the Provider's awarded response to the Department's solicitation. Therefore, all training costs are included in the total cost of the services requested. The Department is not responsible for and, therefore, shall not reimburse any additional, itemized training costs, including but not limited to, software, licenses, travel and materials, incurred in the performance of this Contract other than the Compensation stated in Section III.
- b. For CORE licenses, the Provider is responsible for annually reimbursing the Department for the cost of securing these licenses in the amount of \$35.00 per FTE position as found in the Provider's approved budget. Payment for these costs shall be made to the Department as specified in Attachment L, which may be found at <http://www.djj.state.fl.us/Providers/contracts/index.html> and are due within one (1) month of the Contract start date and annually every year thereafter for the life of the Contract.

IV. **LIABILITY**

Indemnification

- A. Pursuant to section 768.28(11)(a), Florida Statutes, the Provider agrees it and any of its employees, agents or subcontractors are agents and not employees of the State while acting within the scope of their duties and responsibilities to be performed under this Contract. The Provider further agrees to indemnify the Department, upon notice of any liabilities caused by the Provider or its employees' or agents' negligent or tortious acts or omissions within the scope of their employment under this Contract up to the limits of sovereign immunity as set forth in Florida law. The Provider further agrees to defend the Department and hold it harmless, upon receipt of the Department's notice of claim of indemnification to the Provider, against all claims, suits, judgments, damages or liabilities, including court costs and attorneys' fees incurred by the Department because of the negligent or tortious acts of the Provider or its employees, agents or subcontractors.
- B. The Provider is responsible for all personal injury and property damage attributable to its negligent or intentional acts or omissions, including civil rights violations, and of its officers, employees, and agents thereof, including volunteers, vendor and subcontractors, or youth of or visitors to the program. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

V. **TERMINATION**

All termination notices shall be sent by certified mail, or other delivery service with proof of delivery as detailed in Attachment I, Section VII. D, of this Contract.

A. Department Convenience

The Department may terminate this Contract, in whole or in part, without cause, for its convenience, and without additional cost to the Department, by giving no less than thirty (30) days written notice to the Provider.

- B. Provider Convenience
The Provider may terminate this Contract, without cause, for its convenience, by giving no less than ninety (90) days written notice to the Department, unless both parties mutually agree in writing to a different notice period. The Provider shall be operating in a state of compliance with the terms and conditions of the Contract at the time the notice is issued and shall remain compliant for the duration of the performance period. The Provider shall notice the Department's Contract Manager via the United States Post Office or delivery service that provides verification of delivery or hand delivery.
- C. Default
The Department may terminate this Contract, in whole or in part, for default, pursuant to the provisions of Rule 60A-1.006(3), Florida Administrative Code, upon written notice to the Provider. If applicable, the Department may employ the default provisions in Rule 60A-1.006(3) and (4), Florida Administrative Code. Waiver or breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost).
- D. Lack of Funding
In the event funding for this Contract becomes unavailable, the Department may terminate the Contract upon no less than fifteen (15) days written notice to the Provider.
- E. Scrutinized Companies List
In executing this Contract, the Provider certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the Provider agrees the Department may immediately terminate this Contract for cause if the Provider is found to have submitted a false certification or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Contract.

VI. FINANCIAL TRANSACTIONS AND AUDIT REQUIREMENTS

The Department has determined that this is a Vendor contract.

- A. Vendor Contracts - MyFloridaMarketPlace Transaction Fee (IF APPLICABLE)
 - 1. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), F.S., all payments made on vendor contracts shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.
 - a. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
 - b. The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the Contract.
 - c. Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering reprocurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM

12

CONDUCTING FUTURE BUSINESS WITH THE STATE.

2. On a monthly calendar basis, each vendor registered in MyFloridaMarketPlace shall report its business activity relating to State contracts using Form PUR 3776 (08/04), which is hereby incorporated by reference.
 - a. The vendor shall report (i) the total amount of payments received against State contracts during the reporting period (excluding Purchasing Card transactions occurring after June 30, 2004), (ii) the portion of that total that is exempt from the Transaction Fee pursuant to Rule 60A-1.032, F.A.C., (iii) the amount of Transaction Fees that have been automatically deducted by the system, and (iv) the amount of Transaction Fees that have been billed by the system but not automatically deducted.
 - b. With its report, the vendor shall include payment of any Transaction Fee amounts due for the reporting period that have not been automatically deducted. Amounts due include both the amount billed during the reporting period and any amounts not billed but otherwise due (e.g., sales to non-State entities eligible to purchase from State contracts).
 - c. A report is required only when fee-eligible payments have been received during the reporting period (no report is required if all payments are exempt from the Transaction Fee); provided, however, that if total Transaction Fees due are less than \$50, a vendor may carry over the balance to the next reporting period.
 - d. All information provided by the vendor is material and will be relied upon by the Department of Management Services in administering MyFloridaMarketPlace. Failure to file a report shall be deemed a representation by the vendor that it received no reportable payments for the period and that it owes no Transaction Fees. Any knowing and material misstatement shall be treated as fraudulent concealment from the State of the true facts relating to the conduct of the vendor's business with the State. A misrepresentation shall be punishable under law, and shall be grounds for precluding the vendor from doing future business with the State.

VII. RECORDS REQUIREMENTS

- A. Record Retention

The Provider shall maintain programmatic and administrative books, records, and documents (including electronic storage media), for a minimum of five (5) years in accordance with chapters 119 and 257, Florida Statutes, and the Florida Department of State Record Retention Schedule located at <http://dliis.dos.state.fl.us/recordsmgmt>. The Provider shall maintain youth records, which are programmatic in nature in a secure location with access limited to duly authorized Department and Provider staff. Upon expiration of this Contract, the Provider shall return all youth records to the Department. The Provider shall ensure these records are available at all reasonable times to inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department. In the event any work is subcontracted, the Provider shall require each subcontractor to maintain and allow access to such records for audit purposes in the same manner. The Provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, Comptroller, or Auditor General access to such records upon request. The Provider shall ensure that all working papers are made available to the Department, or its designee, Comptroller, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- B. Transfer of Records

Upon completion or termination of the Contract, the Provider shall cooperate with the Department to facilitate the transfer and return of records to the Department, at no cost to

the Department. All records provided to or developed by the Provider for this Contract are the property of the Department.

VIII. GENERAL TERMS & CONDITIONS

A. Incorporated By Reference

When applicable, the Department's Invitation to Bid, Request for Proposal or Invitation to Negotiate that results in this Contract and the Provider's bid, proposal or reply are incorporated herein by reference.

B. Order of Precedence

In the event of a conflict, ambiguity or inconsistency among the Contract and any attachments and exhibits named herein that are attached hereto and incorporated by reference, such conflict will be resolved by applying the following order of precedence:

1. Contract document including any attachments, exhibits, and amendments;
2. The Request for Proposals, Invitations to Bid, Invitations to Negotiate, exhibits, and appendices, including any addenda;
3. Applicable Florida Statutes and Florida Administrative Code;
4. Department policy and manuals; and
5. The Provider's proposal, bid or reply as incorporated by reference.

If the Contract is silent on matters relating to health services, the Provider shall follow applicable law and Department policy and manuals.

C. Rights, Powers and Remedies

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

D. Third Party Rights

This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

E. P.R.I.D.E

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in sections 946.515(2) and (4), Florida Statutes. For purposes of this Contract, the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street North, Suite 103

St. Petersburg, Florida 33716

Telephone (727) 572-1987

<http://www.pride-enterprises.org/>

F. Legal and Policy Compliance

1. The Provider shall comply with all local, state, and federal laws, rules, regulations and codes whenever work is performed under this Contract. The Provider shall also comply with and the Department will monitor and evaluate the services provided under this Contract in accordance with all Department policies, and procedures that are in effect on the date that this Contract is fully executed.
2. The Provider is not responsible for complying with subsequent changes to Department policies or procedure that may affect the services provided under this Contract unless the Department and the Provider negotiate otherwise. Such negotiation shall be reduced to writing through a contract amendment that is mutually agreed upon by both parties. However, the Department cannot waive a Provider's compliance to subsequent changes to any local, state, and federal laws, rules, regulations or codes.

3. The Provider shall obtain any licenses and permits required for services performed under this Contract and maintain such licenses and permits for the duration of this Contract.
4. Any and all waivers of Department policies, procedures, or manuals shall be reduced to writing and shall be maintained in the Contract Manager's file.

G. Convicted Vendor List

A Vendor, person or affiliate who has been placed on the Florida Convicted Vendor List may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Department pursuant to section 287.133, Florida Statutes.

H. Discriminatory Vendor List

In accordance with section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List:

1. May not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and
2. May not transact business with any public entity.

I. Scrutinized Companies List

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

J. Copyrights and Right to Data

1. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so.
2. If the materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the State. Ownership of intellectual property created as a result of the services delivered under this Contract will reside with the Department.

K. Assignments and Subcontracts

The Provider shall not assign responsibility of this Contract to another party, subcontract for any of the work contemplated under this Contract, or transfer program services to another location without the prior written approval of the Department's Contract Manager. Approval by the Department of assignments or subcontracts shall not be deemed in any event to provide for the Department incurring any additional obligations under this Contract, nor relieve the Provider of the requirements of this Contract. The Department may monitor the terms and conditions of the assignment or subcontract to ensure compliance. The Provider shall ensure contracts with its subcontractors contain the terms and conditions of this Contract and shall be responsible for monitoring subcontractor compliance and performance in both programmatic and administrative areas. The Department's review of subcontractor agreement(s) associated with this Contract award does not relieve the Provider of the responsibility to manage the subcontractor; demonstrate the value added and reasonableness of subcontractor pricing; and meet all contractual obligations.

L. Sponsorship

If the Provider is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Miami-Dade County Juvenile Services Department and the State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of

Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.

M. Products Available from Blind or Other Handicapped (RESPECT)

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes. For purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/respect

N. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes. However, acts of God, accidents, fire, explosions, earthquakes, floods, water, hurricanes, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes do not relieve the Provider from its responsibility under the Contract, for the health, safety and welfare for the youth assigned to it by the Department.

O. Insurance

1. The Provider shall maintain, if applicable, the following types of insurance listed below during the entire period of this Contract and submit proof of maintenance to the Department on an annual basis.
 - a. Commercial General Liability with a minimum limit of \$500,000.00 per occurrence and \$1,000,000.00 policy aggregate (defense cost shall be in excess of the limit of liability). Coverage shall include premises and operations, products and completed operations, personal injury, advertising liability, and medical payments.
 - b. Automobile Liability Insurance shall be required and shall provide bodily injury and property damage liability covering the operation of all vehicles used in conjunction with performance of this Contract, including hired and non-owned liability coverage:
 - 1) With a minimum limit for bodily injury of \$250,000 per person;
 - 2) With a minimum limit for bodily injury of \$500,000 per accident;
 - 3) With a minimum limit for property damage of \$100,000 per accident; and/or
 - 4) With a minimum limit for medical payments of \$10,000 per person.
2. The Provider shall maintain Worker's Compensation and Employers' liability insurance as required by Chapter 440, Florida Statutes, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person and \$500,000 policy aggregate.
3. The Department shall maintain insurance for all Department-furnished real and personal property in Department-owned or leased facilities that are utilized by the Provider to deliver services under this Contract. For those services that are not delivered in Department-owned or leased facilities, the Provider shall procure and maintain "fire and extended coverage" for all property, furnishings and equipment furnished by the Department in an amount equal to its full insurable replacement value. The Department shall be named as a loss payee on these policies.
4. The Contract shall not limit the types of insurance the Provider may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Provider shall not be interpreted as limiting the Provider's liability and obligations under the Contract.

16

5. All insurance shall be in effect before the Provider commences services under this Contract or takes possession of Department-furnished property. The Provider shall deliver all Certificates of Insurance to the Department before the Department provides any funds. A Florida-regulated insurance company or an eligible surplus lines insurance carrier shall write all insurance. The Certificates shall be completed and signed by authorized Florida Resident Insurance Agents or Florida Licensed Nonresident Insurance Agents and delivered to the Department's Contract Manager. All certificates shall be dated and contain:
 - a. The name of the Provider, the program name, the name of the insurer, the name of the policy, its effective date, and its termination date;
 - b. The State of Florida listed as an Additional Named insured for policies of General Liability and Automotive Liability;
 - c. A statement the insurer will mail a notice to the Department's Contract Manager at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy; and
 - d. All coverage required in this Contract.

P. Suspension of Work

The Department may, in its sole discretion, suspend any or all activities under the Contract, at any time, when in the interests of the State to do so. The Department shall provide the Provider written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, or a declaration of emergency. After receiving a suspension notice, the Provider shall immediately comply with the notice. Within ninety (90) days, or any longer period agreed to by the Provider, the Department shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. The Provider will not receive compensation during the suspension period for the services that are under suspension.

Q. Inspector General Requirements

1. Investigation

Pursuant to section 20.055, Florida Statutes, the Office of the Inspector General is responsible for providing direction for supervision and coordination of audits, investigations, and reviews relating to the programs and activities operated by or financed by the Department for the purpose of promoting economy and efficiency, and shall conduct investigations designed to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and other abuses in its programs and activities. The Inspector General and staff shall have access to any records, data, and other information maintained by the Department or Provider as deemed necessary to carry out the aforementioned activities. The Provider will ensure that all Provider staff, and its subcontractors, fully cooperate with the Office of the Inspector General staff and/or other Department staff conducting audits, investigations, or reviews. The Provider shall, as directed by the Department, conduct Program Reviews of incidents reported to the Department. Program Reviews will be conducted by Provider staff certified by the Department as Program Review Specialists.

2. Incident Reporting

Pursuant to Rule 63f-11.001-006, Florida Administrative Code, Central Communications Center, the Provider shall comply with all Department incident reporting requirements. The Provider shall develop an internal numbering process for all incident reports to ensure that all reports are present and maintained in accordance with Department policy, including implementation of a written Arrest Reporting procedure requiring all owners, operators, directors, caretaker/direct contact staff, and subcontracted staff, who have been arrested for any criminal offense to make a report of their arrest, either written or oral, to their immediate supervisor within three (3) business days of the arrest. This procedure shall require the imposition of corrective action for noncompliance.

Programs must comply with the reporting requirements as outlined in the Department's incident reporting policy.

3. Background Screening

The Provider shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Provider shall comply with the requirements for background screening pursuant to chapters 39, 435, 984 and 985, Florida Statutes and the Department's background screening policy (FDJJ 1800 Revised 7/30/10 with corrections on 8/12/10). Failure to comply with the Department's background screening requirements may result in termination of the Contract.

R. Quality Assurance Standards

1. The Department will evaluate the Provider's program, in accordance with section 985.632, Florida Statutes, to determine if the Provider is meeting minimum thresholds of performance pursuant to the Department's quality assurance standards.
2. The Provider shall achieve and maintain at least an overall performance rating in the "minimal" range for applicable quality assurance standards. Failure to achieve at least an overall performance rating in the "minimal" range shall cause the Department to conduct a second quality assurance review, within six (6) months. Failure of the second quality assurance review shall cause the Department to terminate the Provider's contract, unless the Department determines there are documented significant extenuating circumstances. In addition, if the Provider's Contract is terminated, the Department may not contract with the same Provider for the terminated service for a period of twelve (12) months.
3. Quality assurance reviews shall be based only on standards assessing compliance with this Contract, local, state, and federal laws, rules, regulations and codes, as well as Department policies, procedures and manuals that are in effect on the date that this Contract is fully executed, unless otherwise negotiated in writing between the Department and the Provider.
4. The Provider may ensure a minimum of one (1) staff member per Contract participates in an on-site quality assurance review in another judicial circuit on an annual (calendar year) basis. The Provider shall ensure all staff participating in quality assurance reviews are at the management or supervisory level, have a minimum of a Bachelor's Degree unless a waiver request has been submitted and approved by the Department, and have completed the Department's Quality Assurance peer reviewer certification training program. Participation in the training and the review shall be at the Provider's expense.
5. The results of quality assurance reviews and final scores do not relieve the Provider of its responsibility for compliance with the provisions in this Contract.

S. Monitoring

The Department will conduct periodic unannounced and announced programmatic and administrative monitoring to assess the Provider's compliance with this Contract and applicable federal and state laws, rules and Department policies and procedures. The Provider shall permit persons duly authorized by the Department to inspect any records, papers, documents, electronic documents, facilities, goods and services of the Provider that are relevant to this Contract, and interview any clients and employees of the Provider under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Provider a list of its findings, including deficiencies regarding the manner in which said goods or services are provided. The Provider shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the Department's Monitoring Report. The Provider's failure to correct within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, and/or termination of this Contract.

T. Confidentiality

1. Pursuant to section 985.04, Florida Statutes, all information obtained in the course of this Contract regarding youth in the care of the Department is confidential. The Provider shall comply fully with all security procedures of the State and the Department in performance of the Contract. The Provider shall not divulge to third parties any confidential information obtained by the Provider or its agents, distributors, resellers, subcontractor, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Department. The Provider shall not be required to keep confidential information or material that is publicly available through no fault of the Provider, material that the Provider developed independently without relying on the State's or Department's confidential information, or material that is otherwise obtainable under State law as a public record. The Provider shall take appropriate steps to ensure its personnel, agents, and subcontractors protect confidentiality. The warranties of this paragraph shall survive the Contract.
2. The Provider shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulation applicable to entities covered under HIPAA, issued by the Department of Health and Human Services, entitled "Standards for Privacy of Individually Identifiable Health Information" (45 CFR Parts 160 and 164, effective April 14, 2000), if applicable under this Contract.

U. Dispute Resolution

Any dispute concerning compliance and/or performance of this Contract shall be decided by the Department's designated Contract Manager, who shall reduce the decision to writing and serve a copy to the Provider. Any dispute that cannot be resolved shall be reduced to writing and delivered to the Department's Assistant Secretary or designee of the relevant program area for resolution.

V. Severability

If a court deems any provision of this Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

W. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Provider, by execution of this Contract, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contracting with the Department by any federal department or agency, pursuant to 34 CFR, Part 85, Section 85.510. The Provider shall notify the Department if, at any time during this Contract, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in contract with the Department by any federal department or agency. The list of excluded entities is available at <http://www.epls.gov/>.

- X. All property purchased by the Provider utilizing Contract funds is the Property of the State and shall be returned to the Department upon expiration of this Contract. The property shall be returned in a condition which allows for re-use of equipment. The Department shall make the determination regarding the surplus of State-owned property. The Provider shall maintain property to protect against theft and/or damage. The Provider may not be reimbursed for property purchased unless specifically allowed by this Contract.

IX. **CAPTIONS**

The captions, section numbers, article numbers, title and headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Contract, nor in any way effect this Contract and shall not be construed to create a conflict with the provisions of this Contract.

X. ATTACHMENTS AND EXHIBITS TO BE INCLUDED AS PART OF THIS CONTRACT:


- Attachment 1: Services to be Provided
- Exhibit 1: Invoice
- Exhibit 2: Contract Census Report
- Exhibit 3: Florida Minority Business Enterprise (MBE) Utilization Report

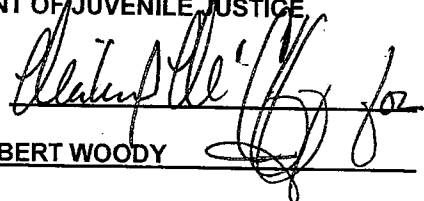
This Contract and all attachments and exhibits named herein that are attached hereto and incorporated by reference, represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

PROVIDER
MIAMI-DADE COUNTY JUVENILE SERVICES
DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY: 

SIGNED BY: 

NAME: Russell Benford

NAME: ROBERT WOODY

TITLE: Deputy Mayor

TITLE: DEPUTY SECRETARY

DATE: 9-30-11

DATE: 9-30-11

VENDOR NUMBER: 59-6000573-549

THIS CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

**ATTACHMENT I
SCOPE OF SERVICES
JUVENILE DIVERSION ALTERNATIVE PROGRAM**

I. GENERAL DESCRIPTION

- A. The Provider shall design, implement, and operate a Juvenile Diversion Alternative Program (JDAP) to serve male and female youth under the age of 17 who have been referred to the Department for behavior, which if committed by an adult, would be a criminal act. The Provider shall provide a program which utilizes a Department approved evidence-based program for delinquent youth or a promising practice defined as a manualized curriculum that has been evaluated and found to reduce the likelihood of recidivism or at least one criminogenic need with an offending juvenile population. The Provider shall establish and maintain working relationships with local service resources with the ability to provide services at a reduced or zero cost to Department youth and the State Attorney's Office in the judicial circuit in which the program will operate.
- B. JDAP serves a specific population of juvenile offenders who, after an assessment of the youth's risk and needs, appears to be at risk of re-offending. The target population includes
 1. Youth whose first offense was committed at or prior to age 17,
 2. Youth who have a history of poor school performance and/or truancy,
 3. Youth who have a history of family problems,
 4. Youth with history of substance abuse; and
 5. Youth who have pre-delinquent behaviors.

The Provider shall provide services based on individual youth and family needs, typical of a diversion program:

1. Scheduling, supervision and monitoring of compliance with court-ordered sanctions including community service, curfew and restitution;
2. Random urinalysis monitoring for youth who are assessed as being at risk or having a history of substance abuse;
3. Provision of individual, group and family counseling which address the youth's individualized needs and risks;
4. Anger management education;
5. Educational training;
6. Vocation services to age appropriate youth; and
7. Substance abuse prevention and treatment.

Services must be provided during traditional and non-traditional business hours.

II. YOUTH TO BE SERVED

- A. The Provider's program shall serve male and female youth, who reside in Circuit 11, Miami-Dade Counties. Only youth referred by the Department and approved by the State Attorney's Office in the judicial circuit in which services are to be provided, shall be admitted to the JDAP program. The targeted age group to be served is seventeen (17) and under. The total number of available slots per fiscal year is as follows: 187 available slots in fiscal years 2011-2012, 2012-2013 and 2014-2015; and 186 available slots in fiscal year 2013-2014.
- B. The Provider shall provide services to all youth who meet the eligibility criteria for diversion, subject to the availability of funding. If the number of youth provided services by the county exceeds the allotted number of youth to be served under this Contract, there will be no extra cost to the Department.
- C. If the county is unable to serve youth who meet the eligibility criteria for diversion due to lack of funding, the Department will not be able to make any adverse monitoring findings against the county, withhold funding from the county, suspend or terminate this or any other contract with the county, or otherwise take any adverse action against the county due to the county's inability to serve such youth. Contract and Quality Assurance

- monitoring by the Department which is required by this Contract will be limited to the clients for which the county receives reimbursement under this Contract.
- D. Admission criteria shall include, but not be limited to: any misdemeanor offender, to include misdemeanor offenders with a prior adjudication, second time misdemeanor offenders with a prior adjudication, violent first degree misdemeanors offenders, and first time felony offenders (of the third degree).
- E. Youth referred to this program shall be assessed by the Department as being at moderate-high to high risk of becoming serious or chronic offenders based on the Positive Achievement Change Tool (PACT) Assessment, or have a minimum of one (1) documented risk factor in two (2) of the four (4) risk areas of Family, School, Substance Abuse or Delinquency Factors. Referrals will include a PACT Pre-screen Assessment or a JDAP screening based on the PACT Pre-screen Form indicating the youth is appropriate for JDAP. Youth admitted to the JDAP program shall be referred by the Department and will typically meet the following criteria:
1. The State Attorney's Office has agreed to the recommended diversion;
 2. The youth is seventeen (17) years of age or younger at the time of the offense;
 3. The youth has been assessed by the Department as being at moderate-high or high risk to re-offend based on the results of the Positive Achievement Change Tool (PACT) or identification of the presence of at least one documented risk factor in two of the four areas of Family, School, Substance Abuse or Delinquency Factors:
 - a. At least one (1) of the following school behavior and performance problems:
 - 1) Record of truancy in the most recent school term;
 - 2) Youth was suspended, expelled or dropped out during the most recent school term; or
 - 3) Youth earned below a 2.0 GPA in the most recent school term.
 - b. At least one (1) of the following family problems:
 - 1) Youth consistently disobeys or is hostile toward parental authority and control;
 - 2) Documented circumstances of domestic violence;
 - 3) Youth is a victim of child abuse or neglect; or
 - 4) History of jail/imprisonment of persons involved in the youth's household.
 - c. Youth has a history of using alcohol or drugs; and
 - d. At least one (1) of the following high-risk pre-delinquent behaviors:
 - 1) A pattern of stealing;
 - 2) A history of running away or being kicked out of the home; or
 - 3) Youth spends time with anti-social friends or is a gang member.
 4. The Provider shall ensure the Department receives notification of slot availability within one (1) business day of the date of the Department's referral.
- F. Youth's Release Determination: The determination that a youth is ready to be released from the program shall be based on the youth's performance in the program, level of progress, and assessment of threat to the community supported by documentation contained in the youth's file. Administrative closures, releases that are considered neither successful nor unsuccessful, may be documented in cases where youth move from the service area or fail to report for admission to the program
- G. Limits on Youth to be Served: The standard length of time for youth participation in the program shall be three (3) to six (6) months. Written approval shall be requested of the Chief Probation Officer, or his/her designee, to extend youth beyond 180 days. The Chief Probation Officer, or his/or her designee, will provide written approval/denial of the extension to the Provider with a copy to the Department's Contract Manager. The request to extend shall include the reason and length of the proposed extension. The Provider shall implement a process for transmitting requests to the Department and may include the use of electronic mail. Services shall be limited to youth referred by the

Department and approved by the State Attorney's Office in the judicial circuit where services are provided.

III. SERVICE TASKS

A. At a minimum, the Provider shall provide the following tasks:

1. Case Management: The Provider shall provide case management services which include arrangement for, referral to, and coordination of community services and resources based on individual youth and family needs; and transportation of youth when necessary and appropriate, to services, treatment appointments, and program sponsored activities included in the youth's supervision plan.

a. Service Plan

1) The Provider shall ensure each youth is assigned a case manager within seven (7) calendar days of the date of the Department's or State Attorney's Office referral. Admission to the program shall be documented through the signature of the youth and his/her parent on the participation agreement(s) denoting their understanding of the expectations of the program.

2) The Provider shall conduct a PACT on all youth within 10 days of admission to the program. Youth who have been assessed as a moderate-high or high risk to reoffend on the Positive Achievement Change Tool (PACT) Pre-Screen, or have been identified with one documented risk factor in two of the four risk areas of Family, School, Substance Abuse or Delinquency Factors shall be administered the PACT Full Assessment using the Department's Juvenile Justice Information System (JJIS). Reassessments shall be completed every 90 days on moderate-high and high-risk youth. Youth who score low or moderate shall be reassessed every 180 days. A full PACT shall be completed prior to the request for case closure. The PACT Assessment shall document pre- and post-testing.

3) The Provider shall use the PACT Assessment and shall, within twenty-one (21) calendar days from admission, develop a Youth Empowered Success (YES) Plan in JJIS. The YES Plan shall address identified needs and shall include all required sanctions and a minimum of one PACT goal. YES Plans completed on moderate-high or high-risk youth shall also include PACT Goals.

4) The progress of each youth shall be documented in the youth's file. The Provider shall ensure the collection of required restitution consistent with local procedures of the Clerk of the Court. The Provider shall identify a location(s) for youth to complete required community service hours and provide supervision during the completion of those community service hours. Community service hours shall be completed consistent with the principles of the Balanced and Restorative Justice Concept. The progress of each youth shall be monitored based on the YES plan, with documentation maintained in the youth's file. Youth who fail to complete the intake process shall be terminated through administrative closure.

b. Supervision

1) The Provider program shall require contact requirements for each youth admitted to the program that ensure advancement through the program and assistance in meeting the goals and sanctions contained in his/her supervision plan. Well-documented attempts to contact the youth and family may be accepted as contacts but any youth without face-to-face contact

- for more than ten (10) calendar days shall require staffing with the Program Director to determine a plan of action.
- 2) Contact requirements for each youth admitted to the program shall be based on the youth needs as identified through the PACT Assessment and the goals and requirements established in the YES Plan.
 - 3) The progress of each youth shall be documented in the youth's file. The case manager's supervisor shall conduct monthly reviews of the youth's file to provide guidance and make recommendations regarding the youth's progress and case manager's effort.
2. YES Plan Implementation: Youth are supervised in a manner that ensures completion of the YES Plan (Youth Requirements and PACT Goals).
 - a. Staff shall document all case activities, including face-to-face interaction and telephone contact with the youth, parent(s), and providers, and review of written or verbal reports from collateral sources, such as educational institutions, employers, counselors, electronic databases, etc.
 - b. Case notes shall demonstrate compliance (or attempted compliance) with youth, parent/guardian, and staff action steps contained in the YES Plan. Staff shall respond to non-compliance in a manner that is consistent with the program's progressive response/graduated sanctions plan.
 3. Service Referrals: Staff ensure that all referrals for services are made as indicated by the agreement with the Office of the State Attorney, or as negotiated, to address criminogenic needs identified by the PACT (for youth that are moderate-high or high risk to re-offend) or one documented risk factor in two of the four risk areas of Family, School, Substance Abuse, or Delinquency. Staff shall develop a follow-up and monitoring plan for all referrals made as a result of the YES Plan.
 4. Release: The program shall release youth upon successful completion of the program.
 - a. Successful completion of the program occurs when the youth has successfully met each service and sanction requirement detailed in the YES Plan.
 - b. Unsuccessful completion of the program occurs when the youth has failed to comply with the service and sanction requirements detailed in the YES Plan after a period not to exceed six (6) months, unless an extension has been granted in accordance with the Contract. Unsuccessful completion requires that the program immediately notify the Juvenile Probation Officer and Office of the State Attorney in writing.

IV. SERVICE LIMITS

All diversion services shall be designed and provided in a manner consistent with applicable federal and state laws, rules and regulations, and the Probation and Community Intervention Handbook, Chapter 5, Diversion.

V. STAFFING/PERSONNEL

The Provider and all personnel provided under this Contract, whether performance is as a Provider, subcontractor, or any employee, agent or representative of the Provider or subcontractor, shall continually maintain all licenses, protocols, and certifications that are necessary and appropriate or required by the Department or another local, state or federal agency, for the services to be performed or for the position held. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. The Provider shall provide copies of all current licenses or certificates required for the delivery of services under this Contract to the Department's Contract Manager prior to the delivery of services.

- A. Staff Levels: Staffing will be determined by the Clinical Supervisor overseeing the Program. Assignment of cases will be based on the child's geographic area and service needs. Caseloads will be closely monitored by the Clinical Supervisor.
- B. Professional Qualifications: At a minimum, the Department requires staff performing case management duties shall possess a Bachelor's Degree from an accredited college or university and successfully complete training necessary to perform their assigned duties prior to assuming caseload responsibilities. Training shall be consistent with the Department's training policy and documented in the employee's personnel file. The Provider shall ensure provision of each employee's training on the specified topics. Staff providing gender-specific services shall be hired based on their interest and experience working with girls/boys and their knowledge of female/male specific development issues. Staff shall receive training, including in-service training, on gender-specific issues, such as gender differences in delinquency, adolescent female/male development, female/male issues and needs, communication and relationship skills, unique issues for girls of color, sexuality and gender identity, and the use of evidence-based practices determined to be effective specifically for girls and boys.
- C. Staffing Changes: Changes to the minimum number of staff and qualifications required in this Contract are not authorized. The Department's Contract Manager and Chief Probation Officer/designee shall approve staff changes beyond the minimum requirements of this Contract in writing.

VI. SERVICE LOCATION

- A. Location Services are to be Provided: The program shall be located in Provider-owned or leased facilities at 275 N.W 2nd Street, 2nd Floor, Miami, Florida 33128; 16405 NW 25 Avenue, #108, Miami, Florida, 33054; 150 NW 79 Street, #520, Miami, Florida, 33150; and 10710 SW 211 Street, #106, Miami, Florida 33189. Youth files will be securely maintained at these locations and program operations will occur during traditional and non-traditional hours. The Provider shall also secure additional appropriate program space in the Circuit as needed. The Provider may station one or more case managers in other counties depending on the location of referrals.
- B. Program Hours: Services shall be provided, at a minimum, six (6) days per week, and 313 days per year. Services to youth and families and supervision services shall be available beyond traditional business hours. Traditional business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding State holidays.
- C. Changes: The Department's Contract Manager and Chief Probation Officer/designee must approve all changes in the delivery of service locations and hours within the judicial circuit in writing.
- D. Property:
 - 1. Non-Expendable Tangible Personal Property:
 - a. Title (ownership) to all non-expendable property shall be vested in the Department at the time of the purchase of the property if the property is acquired from:
 - 1. Expenditure of funds provided by the Department under a cost-reimbursement Contract.
 - 2. Expenditure of funds provided by the Department as pre-operational.
 - 3. Expenditure of funds provided by the Department as operational expense dollars.
 - b. All state-furnished property acquired by the Provider through funding sources identified above, with a cost of \$1,000 or more and lasting more than one year, and hardback-covered bound books costing \$250 or more, shall be accounted for in accordance with chapter 10.300, Rules of the Auditor General. All such property, including replacements to state-furnished property that is lost, destroyed, exhausted or surplus under the terms of this Contract, shall be returned to the Department upon Contract termination. Any replacements shall be of equal or greater

- c. value when returned to the Department.
 - c. Upon delivery of Department-furnished property to the Provider, the Provider assumes the risk and responsibility for its loss and damage.
 - d. All state-furnished property with a cost of **\$100** or more, but less than **\$1,000**, shall be accounted for by the Provider using a system developed by the Provider and approved by the Department. The Provider property accountability system shall contain, at a minimum: item number; item description; physical location of the property; serial or manufacturer's number; name, make, or name of manufacturer; model year; date purchased; method of procurement; and condition of property. The system shall be designed to reflect any changes to the status of property such as condition or disposition. All such property shall be either returned to the Department upon Contract termination or disposed of as instructed by the Department. Any replacements shall be of equal or greater value when returned to the Department.
 - e. The Provider shall submit to the Contract Manager, on a quarterly basis, a listing of all items purchased that quarter for the program. The listing shall include a statement as to whether the items were purchased with Department or Provider funds and include supporting documentation of funds used.
 - f. The Provider shall not dispose of state-furnished property without the written permission of the Department. Department policies and procedures shall be followed when disposing of state-furnished property.
 - g. The Provider shall not use any state-furnished property for any purpose except the delivery of services identified in this Contract.
 - h. The Provider shall submit a final inventory report for approval by the Department at conclusion of the Contract.
 - i. The Provider shall submit an annual joint inventory report of all state-furnished property and all Provider-owned property located at the facility to the Contract Manager.
 - j. The Provider shall report annually to the Contract Manager an inventory of all State-titled vehicles or other vehicles purchased with State funds. The Provider shall maintain a monthly vehicle log for each vehicle and submit the completed log to the Contract Manager by the 5th day of each month. When utilizing State-furnished vehicles the Provider shall comply with the Department's Vehicle Operations Policy and Fleet Management Manual. The Department has furnished the Department-furnished tangible personal property identified in Exhibit 5 for use with this Contract.
 - k. The Department found it necessary to purchase property through the Provider as opposed to direct acquisition for the following reason(s):
 1. The property is solely intended for use by the Provider in the delivery of the contracted services. The same or different Providers under subsequent continuing Contracts intend continued use of this property throughout its useful life. It is not intended for direct use by Department staff.
 2. The property is critical to the delivery of the contracted services and the Department more appropriately identifies the cost as a Contract cost rather than Operating Capital Outlay.
 3. Direct purchase by the Provider is more efficient than Department purchase, which would include additional costs for storage, delivery, retrieval, disposal, etc.
- E. Facility Standards, Department Property, Maintenance and Repair: This facility is Provider owned or leased. The Provider shall comply with standards required by fire and health authorities. The Provider shall ensure that all buildings and grounds, equipment

and furnishings are maintained in a manner that provides a safe, sanitary and comfortable environment for youth, visitors and employees.

VII. DELIVERABLES

A. Detail of a Service Unit

1. Available Slots:

- a) The Provider shall make the contracted number of slots continuously available throughout the term of the Contract. A slot is defined as "available" only if the Provider could accept a juvenile for admission to the program and youth could receive all the services described in the contract within 48 hours notice
- b) The Provider shall submit a monthly invoice with sufficient documentation to fully justify payment for the number of days for available slots. The Provider shall report, in accordance with Department policy, all youth admissions, releases and inactive status. Failure by the Provider to promptly report may result in a reduction in the monthly invoice.
- c) It is the responsibility of the Provider to notify the Department when Contract slots are not available. It is further the responsibility of the Provider to reduce the monthly invoice when slots are not available; however, the Department reserves the right to reduce the monthly invoice if the Provider fails to do so.
- d) If the Department determines admissions to the program must be suspended due to safety, security, staffing or other programming concerns, the Department will notify the Provider, in writing, of the suspension of admissions and its intention to pay only for filled slots, until the Department determines the suspension can be removed and admissions resumed.
- e) The Provider shall not receive payment for services rendered prior to the execution date or after the termination date of this Contract.
- f) Invoices for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- g) Payment shall be for available slots.

B. Referrals: The Department will provide referrals to the Provider in writing. The Provider shall establish a process for receiving referrals and forwarding documentation to the Department, which shall include notification to the Department when the program is at capacity, when an available slot is anticipated, person responsible and the timeframes and method to communicate this information.

C. Reports: The Department will require progress or performance reports throughout the term of the Contract. The Provider shall complete reports as required to become eligible for payment.

D. The following are the Contract Managers for the respective parties. All matters shall be directed to the Contract Managers for action or disposition. Any and all notices shall be delivered to the parties at the following addresses:

<u>Provider</u>	<u>Department</u>
Morris Copeland, Director	Keyla Osorno, OMC II
Miami-Dade County Juvenile Services Department	FL Department of Juvenile Justice
275 NW 2nd Street, 2nd Floor	201 West Broward Blvd., Suite 208
Miami, Florida	Fort Lauderdale, Florida 33301
Telephone: (305) 755-6262	Telephone: (954) 713-3154
Morris.copeland@miamidade.gov	Keyla.Osorno@djj.state.fl.us

After execution of this Contract, any changes in the information contained in this section will be provided to the other party in writing; shall be sent by United States Postal Service or other delivery service with proof of delivery; and a copy of the written notification shall be maintained in the official Contract record. All notices required by this Contract or other communication regarding this Contract shall be sent by United States Postal Service or other delivery service with proof of delivery.

1. Invoice:
A properly prepared invoice shall be submitted directly to the Contract Manager within ten (10) business days following the end of the month for which services were rendered. Payment of the invoice shall be pursuant to section 215.422, Florida Statutes and any interest due shall be paid pursuant to section 55.03(1), Florida Statutes. A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Provider is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 800-848-3792. The date the youth is assigned to a case manager is considered the date of admission for billing purposes. If Intake does not occur within fifteen (15) calendar days of admission, the youth is removed from active status for invoicing purposes, unless an exception is approved in writing by the Chief Probation Officer/designee, and the Contract Manager.
2. Youth Census Report
A list of youth provided services required under the terms and conditions of this Contract during the service period detailed on the invoice shall be furnished. At a minimum, the Census Report shall include the youth name, juvenile justice identification number, date of service, and the service required by the Contract that was provided.
3. Monthly Expenditure Report
A list of all expenditures using Contract funds shall be submitted with the Provider's invoice on a monthly basis.
4. Proof of Insurance
A Certificate of Insurance shall be provided to the Department's Contract Manager prior to the delivery of service, and prior to expiration. Certificates of Insurance shall reflect appropriate coverage(s) based on the recommendation of a licensed insurance agent, and the minimums listed in this Contract.
5. Subcontract(s)
A copy of all subcontracted agreements entered into by the Provider and a subcontractor for services required of the Provider via this Contract, shall be submitted to the Department in advance for approval. A signed copy of the subcontract approved by the Department shall be provided to the Department's Contract Manager prior to the delivery of service to Department youth and payment to the subcontractor.
6. Organizational Chart
The Provider's organizational chart shall be provided upon execution of this Contract, annually, and upon changes. The organizational chart shall include the programmatic and administrative structure of the Provider's organization.
7. Staff Vacancy Report
The Provider shall provide a complete list of all vacant program positions required by this Contract, and include the position title, position number, date of vacancy, and position description. The Provider shall provide the Department's Contract Manager with an explanation for vacancies, which exceed 90 calendar days. Services shall be provided to all Department youth by qualified Provider staff regardless of whether a position(s) is vacant.
8. Certified Minority Business Enterprise (CMBE)
The Provider shall submit to the Contract Manager, along with each monthly invoice, a copy of Exhibit 4, Florida MBE Utilization Report – available at: <http://www.djj.state.fl.us/providers/contracts/index.html>, listing all payments made

for supplies and services to Minority Business Enterprises (MBEs) during the invoice period. The listing shall identify the MBE code for each payment.

9. Information Resource Request (IRR)

The Provider shall receive written approval from the Department prior to the purchase of Information Resource Request (IRR) components used in the performance of contractual obligations under this Contract when the cumulative total cost is equal to or greater than five hundred dollars (\$500.00). The Provider shall secure written approval by means of a Department IRR form before the purchase of information technology components. The Contract Manager will serve as the liaison between the Provider and the Department's Management Information System (MIS) bureau during the completion of the IRR process. The IRR form is available in the Department's Forms Library. The use of Contract funds for the purchase of IRR components must be approved by the Contract manager as appropriate and allowable under the terms of the Contract.

10. Continuity of Operations Plan (COOP)

Prior to the delivery of service, the Provider shall submit a COOP, which provides for the continuity of Contract services in the event of a manmade/natural disaster/emergency. The Department approved Plan format can be found on the Department's website. Additional information can be found in *FDJJ 1050, Continuity of Operations Plans*.

REPORT LIST	FREQUENCY	DUE DATES	DUE TO
Invoice	Monthly	10 th day of the following reporting month	Contract Manager
Youth Census Report	Monthly	10 th day of the following reporting month	Contract Manager
Organizational Chart	Upon Contract execution; annually; and upon changes	Prior to the delivery of services and July 1	Contract Manager
Proof of Insurance Coverage	Annually	Prior to the delivery and prior to expiration of insurance	Contract Manager
Copy of Subcontracts	Upon execution	Upon execution	Contract Manager
Staff Vacancy Report	Monthly	10 th day of the following reporting month	Contract Manager
CMBE Utilization Report	Monthly	10 th day of the following reporting month	Contract Manager
Information Resource Request (IRR)	Prior to the purchase of information technology soft/hardware		Contract Manager
Continuity of Operations Plan (COOP)	Annually	Prior to the delivery of services and June 1	Contract Manager

Delivery of deliverables and reports shall not be construed to mean acceptance of those deliverables and reports. The Department reserves the right to reject deliverables and reports as incomplete, inadequate, or unacceptable. The Contract Manager will approve or reject deliverables and reports.

- E. The Provider shall provide the minimum documentation required by this Contract in a legible, complete, organized and accurate manner. When forms are furnished by the Department, the Provider shall submit information on the required form.

VIII. PERFORMANCE MEASURES

- A. Program Measures: At a minimum, the following program-specific performance measures are required:
1. 75% of the youth admitted to the program, and receiving services, shall successfully complete the program;
 2. 70% of the youth placed in the program shall remain crime free during their participation in the program;
 3. 75% of youth successfully completing the program shall remain crime free for one year after release;
 4. 75% of the youth successfully completing the program shall complete the payment of required restitution, if applicable;
 5. 100% of the youth successfully completing the program shall complete required community service hours, if applicable;
 6. 100% of youth who complete the intake process shall receive a PACT Assessment.
 7. 100% of youth successfully completing the program shall receive a PACT Final Assessment
 8. 100% of the youth files shall document each youth's progress.
 9. 100% of the youth files shall document the supervisor's monthly reviews of the youth file,
- B. Outcome Evaluation
1. The Provider shall be required to provide data for an evaluation to be conducted by the Department.
 2. This evaluation will use the process and outcome data collected throughout the duration of the Contract to determine the effectiveness of the program.
 3. The Provider shall utilize the evaluation plan and methodology submitted with their response to the Department's RFI #P2049 to collect the following data:
 - a) Demographic information of youth served: Name, date of birth, race, sex, social security number, date of admission, and date of release;
 - b) Behavior characteristics of youth admitted to the program;
 - c) Results of any pre and post-testing conducted by the program;
 - d) Types of services provided;
 - e) Education and training data of program staff; and
 - f) Information on the juveniles' families and resources available in their communities.
 4. The Provider, throughout the term of the Contract, shall document compliance with process and evaluation measures for inspection upon request, using the proposed methodology.
 5. The Department will conduct outcome evaluations and recidivism studies concentrating on the re-offending and re-adjudication of juveniles who complete the program.
 6. These evaluations and studies consider the content of the program, its components and the duration of the program. The results may be used in the rating of the program for its future funding

**EXHIBIT 3
FLORIDA MBE UTILIZATION REPORT**

CONTRACT #: _____ CONTRACT MANAGER: _____
 REGION: _____ CIRCUIT: _____ LOCATION (COUNTY): _____
 PROGRAM NAME: _____
 PROVIDER NAME: _____ INVOICE MONTH: _____
 ADDRESS: _____ INVOICE AMOUNT: _____

TELEPHONE: _____ CONTRACT AMOUNT: _____ (ANNUAL) BUSINESS CLASSIFICATION CODE _____
 *(ENTER CODES H THROUGH R FROM SCHEDULE BELOW, AND FILL IN LINES 1 THROUGH 5 IN THE SUBCONTRACTOR TABLE)

<p><u>Business Classification</u> A - Non Minority B - Small Bus (State)* C - Small Bus (Federal) E - Government Agency (local) G - P.R.I.D.E. M - Non Minority Women (Formerly American Women) (*Defined as 200 employees or less, \$5 million or less net worth and domiciled in Florida)</p>	<p><u>Certified MBE**</u> H - African American I - Hispanic J - Asian/Hawaiian K - Native American R - Non Minority Women (Formerly American Women)</p>	<p><u>Non-Certified MBE**</u> N - African American O - Hispanic P - Asian/Hawaiian Q - Native American</p>	<p><u>Non-Profit Organization</u> S - 51% or more Minority Workforce T - 51% or more Minority Workforce</p>
---	--	--	---

ENTER MBE SUBCONTRACTOR NAME	SPURS, SSAN, OR FEID VENDOR #	CMBE/ MBE CODE (H-R)	SUBCONTRACTED PLAN AMT.	AMT. PAID TO MBE SUBCONTRACTOR IN THE CURRENT MONTH	SUBCONTRACT PLAN BALANCE
1					
2					
3					
4					
5					

INSTRUCTIONS
 PROVIDER: Complete this form monthly and submit along with your regular invoice to ensure prompt payment.
 CONTRACT MANAGER: Forward this form along with invoice to Finance and Accounting.

PROVIDER CERTIFICATION: I certify that the above information is true and correct to the best of my knowledge.

PROVIDER SIGNATURE: _____ TITLE _____
 PRINT NAME: _____ DATE: _____